NOTES OF RECENT VIRGINIA DECISIONS.

McAllister & McAllister, Trustees, v. Guggenheimer & Co.—Appeal from a decree of the Circuit Court of Alleghany county.

Attachments. The regularity of attachment proceedings must appear on the face of the pleadings; objections for irregularities may be taken advantage of not only in the trial court, but in the appellate court, although not raised in the trial court; and the court may, of its own motion, dismiss an irregular attachment, and ought to do so when there has been no appearance by a non-resident debtor, and no personal service of process upon him. An attachment sued out under sections 2964 and 2965 of the Code, in November, 1892, and made returnable to rules, is invalid. Section 2965 of the Code was amended by an act of the Assembly, approved February 27, 1894, so as to make attachments returnable to a term of the court in which same is pending, *or to some rule-day thereof. Craig v. Williams*, 90 Va. 500, and *Grinberg v. Singerman*, 90 Va. 645, *approved.*—*Buchanan*, J.

Young v. Ellis.—Appeal from the Circuit Court of the county of Franklin.

Mining privileges—Construction of contracts. An agreement under seal to pay for certain mining and prospecting rights and privileges a specified sum annually until actual mining operations commence, and thereafter so much per gross ton for all ores mined and shipped, is not a mere license revocable at the will of the grantor, but is a mining lease, voidable only upon failure to comply with its terms. An agreement to pay money, no time being specified, is an agreement to pay on demand; an agreement to pay money yearly, is an agreement to pay at the end of the year from the date of the agreement; while an agreement to do some collateral thing, no time being specified, is an agreement to do it within a reasonable time. A covenantor is excused from performing his part of an agreement when the other party hinders the performance, and, when so hindered, the covenantee will be estopped from setting up the default of the covenantor.—*Cardwell*, J.

Georgia Home Insurance Company v. Bartlett, Trustee.

Fire insurance policies—change of title, or possession. A policy of insurance against loss by fire, issued at the instance of the trustees, on property upon which there is a deed of trust to secure creditors—the loss, if any, payable to the trustees as their interests may appear—and which contains a provision that "if any change takes place in the title, or possession of the property, whether by sale or judicial decree, without notice to the company and its consent endorsed thereon, then the policy shall be void," is not avoided by the resignation of the trustees and the substitution of another trustee in their room and stead, nor by the appointment of a receiver in the place of the trustee to take charge of the property and let the same and collect the rents. The change contemplated by the policy refers only to such a sale or disposition of the property as causes all interest of